



CSX RAIL TRANSPORT

Law Department

RECORDED NO 11797 FILED 148

1990-11 05 AM

INTERSTATE COMMERCE COMMISSION

500 Water Street  
Speed Code J-150  
Jacksonville, FL 32202  
(904) 359-3100

Writer's direct telephone line:

(904) 359-3673

April 5, 1990

Secretary  
Interstate Commerce Commission  
12th & Constitution, NW  
Washington, DC 20423

0-096A005

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Agreement dated as of March 1, 1990, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 11797.

The names and addresses of the parties to this release are as follows:

Mercantile-Safe Deposit  
and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

CSX Transportation, Inc.  
(formerly to Seaboard Coast Line  
Railroad Company)  
500 Water Street  
Jacksonville, Florida 32202

A fee check in the amount of \$15 is also enclosed. Please return all counterparts not required by the Commission for recordation to:


Kunkel Transportation Services  
1331 Pennsylvania Avenue, N.W.  
Suite 1211 North  
Washington, D.C. 20004

Secretary  
Interstate Commerce Commission  
April 5, 1990  
Page 2

A short summary of the document to appear in the index follows:

Addition of 2 3,000 HP Model SD40-2 diesel-electric locomotives bearing road numbers CSXT 8178-8179.

Very truly yours,

  
David M. Yearwood  
Senior Counsel

DMY/cra

**Interstate Commerce Commission**  
Washington, D.C. 20423

4/6/8

4/6/90

OFFICE OF THE SECRETARY

David M. Yearwood  
Senior Counsel  
CSX Transportation Services  
500 Water Street  
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/6/90 at 11:05am and assigned recordation number(s). 11797-D

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

11797-27  
RECORDED TO FILE  
MAY 19 1990 - 11 05 AM

Counterpart No. 4  
Of 4 Counterparts

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of March 1, 1990, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee (the "Trustee") under Seaboard Coast Line Railroad Equipment Trust, No. 14, dated as of May 15, 1980 (the "Equipment Trust Agreement"), and CSX TRANSPORTATION, INC. (formerly Seaboard Coast Line Railroad Company), a corporation duly organized and existing under the laws of the Commonwealth of Virginia (the "Railroad").

WITNESSETH:

WHEREAS, by the Equipment Trust Agreement, there was leased to the Railroad certain railroad equipment as more fully described in the Equipment Trust Agreement; and

WHEREAS, the Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission on May 19, 1980 and assigned Recordation No. 11797; and

WHEREAS, there is now on deposit with the Trustee the sum of \$602,676.65, and the Railroad has and does hereby request the Trustee to acquire with such funds so on deposit and deliver to it under the Equipment Trust Agreement two 3,000 H.P. Model SD40-2 diesel-electric locomotives bearing the Railroad's road numbers 8178 and 8179, respectively.

NOW, THEREFORE, the Railroad does hereby agree to sell, assign, transfer and set over unto the Trustee, subject to the terms of the Equipment Trust Agreement, two 3,000 H.P. Model SD40-

2 diesel-electric locomotives bearing the Railroad's road numbers 8178 and 8179, respectively, having an aggregate Fair Value as of the date hereof of \$668,968.58.

The Equipment Trust Agreement is hereby amended to include said additional equipment as Trust Equipment under the terms of the Equipment Trust Agreement.

The Trustee does hereby agree to lease said equipment to the Railroad under and subject to the terms of the Equipment Trust Agreement.

The Railroad agrees to accept and hold said equipment under and subject to the terms of the Equipment Trust Agreement, and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of said Equipment Trust Agreement.

The Railroad agrees to furnish, or waive the payment of, any additional funds which may be required for the Trustee to acquire the additional equipment described herein from the funds now on deposit.

The Railroad will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee certificates or other evidence satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together

shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Equipment Trust Agreement, and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

Trustee

By

A handwritten signature in black ink, appearing to be "P. Chhew", written over a horizontal line.

Vice President

(Corporate Seal)

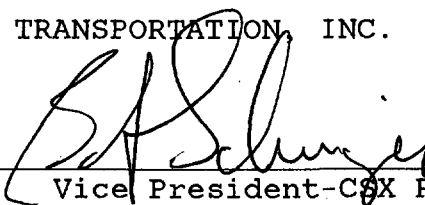
Attest:

A handwritten signature in black ink, appearing to be "J. A. [unclear]", written over a horizontal line.

Corporate Trust Officer

CSX TRANSPORTATION, INC.

By

A handwritten signature in black ink, appearing to be "B. F. Schumacher", written over a horizontal line.

Vice President-CSX Rail Transport

(Corporate Seal)

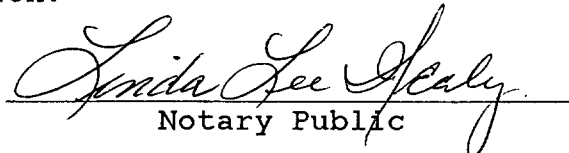
Attest:

A handwritten signature in black ink, appearing to be "David M. Jeanwood", written over a horizontal line.

Assistant Secretary

STATE OF MARYLAND     )  
                              )  
CITY OF BALTIMORE     )     SS:

On this 30<sup>th</sup> day of March, 1990, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(Notarial Seal)

My Commission expires 7-1-90.

STATE OF FLORIDA     )  
                              )  
COUNTY OF DUVAL     )     SS:

On this 28 day of March, 1990, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(Notarial Seal)

My Commission expires \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 26, 1992  
Bonded thru Patterson - Becht Agency